IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORIGINAL SIDE

APPEAL NO.903 OF 2005
IN
NOTICE OF MOTION NO.599 OF 2004
IN
SUIT NO.602 OF 2004

Shri Ashok J. Kanakia & ors. Appellants
vs.
M/s.Indo Saigon Agency & ors. Respondents

Mr.Naushad Engineer i/b.RMG Law for the appellants.

Mr.Nitin Thakkar i/b. Mr.M.L.Dhamija for the respondents.

CORAM : R.M. LODHA &
D.G. KARNIK, JJ.

DATED : 17th November 2005

P.C.

Heard Mr.Naushad Engineer, the learned counsel for the appellants.

2. For the reasons indicated by the learned motion Judge in the impugned order, it cannot be said that motion Judge committed any error in declining to grant any interim relief to the plaintiff.

3. Besides that even if it is assumed that the plaintiffs suit is within time, the only relief that may be granted to the plaintiffs if they succeed in the Suit shall be direction to the defendant no.1 to execute the agreement as per the Memorandum of Understanding dated

25th September 1996 and nothing beyond it. In the circumstances, the plaintiffs cannot be said to be entitled to any interim relief.

4. The appeal is dismissed in limine.

5. Needless to say that the issue of limitation shall be finally decided at the time of hearing of the suit and observations made by the learned motion Judge in respect of the limitation are only tentative and for consideration of notice of motion and obviously shall not influence the decision on this issue in the Suit.

(R.M.LODHA, J.)

(D. G. KARNIK, J.)